



UNIVERSITÀ
DEGLI STUDI
DI PALERMO



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is between **The Benjamin N. Cardozo School of Law, Yeshiva University in New York ("CARDOZO")**, and **University of Palermo, Law Department, in Italy ("PALERMO")**.

CARDOZO and PALERMO are sometimes hereinafter referred to, each individually, as a party, and collectively, as the parties.

Article 1. Purpose

In accordance with their mutual desire to promote international legal education, and to enhance the educational opportunities available to their students, the parties hereby agree (i) to establish a student exchange program (the "Student Exchange Program"), and (ii) to provide favorable terms for participation in their MASTERS programs, pursuant to the terms hereinafter set forth.

Article 2. Student Exchange Program

2.1 Program

Each year, each party may select one (1) of its currently enrolled students to study at the other party for a period of one (1) academic semester (each, an "Exchange Student"). With respect to any academic semester, either party may, in its sole discretion, accept additional Exchange Students selected and recommended by the other party. It is not necessary for the number of Exchange Students from the parties to be the same in any given semester or academic year.

Each party shall submit to the other party the names of the Exchange Students, with respect to each academic year, no later than (i) 15 April for the first semester of that academic year, and (ii) 15 October for the second semester of that academic year.

2.2 Tuition and Student Fees

Each Exchange Student shall pay tuition fees to his/her home institution. Student Fees, book and computer fees, insurance fees and any other living expenses related to the studies of Exchange Students at the host institution are not included in the tuition fees and must be paid directly to the host institution, when applicable.

2.3 Credits

Each party may designate a minimum and/or maximum number of courses or course credits that its students are permitted or required to take at the host institution.

2.4 Records

Each party shall protect the confidentiality of student records in accordance with applicable law, and neither party shall release information regarding that student's records without the prior written consent of that student, unless required to do so by law. To enable the parties to exchange such information, CARDOZO will provide to each student a release, as required by the Family Educational Rights and Privacy Act, to be executed by that student prior to his or her attending the host institution.

Each party agrees that, upon the request of an Exchange Student, it will take appropriate measures to effectuate the timely transfer of that Exchange Student's official transcripts to the other party.

Article 3. General Requirements for Study

Each Exchange Student shall:

- be in good standing and have a superior academic record;
- for CARDOZO students, have completed at least two semesters of study at CARDOZO on a full-time basis before beginning study at PALERMO;
- for PALERMO students, have completed their first year before beginning study at CARDOZO;
- for PALERMO students, be proficient in English, demonstrated by a minimum TOEFL score of 100; or IELTS of 7; or such other proof of proficiency as shall be acceptable to Cardozo;
- be subject to the rules, regulations and procedures applicable to students of the host institution, including codes of academic and non-academic conduct, and all requirements applicable to international students;
- enroll in the regular law curriculum, in addition to any courses that may be required for foreign students, pursuant to the procedures in effect at the host institution; and
- complete all course work, sit for examinations and be assessed and graded in accordance with the regulations of the host institution.

Article 4. Privileges

Exchange Students shall be (i) encouraged to participate fully in the student life of the host institution and (ii) entitled to the services provided to, and incidental privileges enjoyed by, full-time students of the host institution, such as full use of the placement office, counselors, library and other university services and facilities.

Article 5. Departure

In the event that an Exchange Student should fail to comply with the academic or disciplinary rules and regulations of the institution hosting him/her, to the extent practical and prior to taking any disciplinary action, the hosting party shall notify the other party of the action to be taken, in writing.

Article 6. Graduate Programs

6.1 Application process

CARDOZO shall give favorable consideration to students and graduates of PALERMO who apply for admission to the LL.M. program. Each applicant must satisfy the application procedures and meet the general standards required for admission, unless otherwise

mutually agreed by the parties. Each LL.M. candidate shall pay tuition directly to CARDOZO, in the manner prescribed by the Office of Student Finance.

6.2 Exchange Students of PALERMO pursuing an LL.M. Degree

Upon a student's successful completion of a semester as an Exchange Student, if s/he is interested in pursuing an LL.M. degree at Cardozo, within a prescribed time of 24 months from the first day of matriculation as an Exchange Student, CARDOZO will recognize the credits earned by him/her during the exchange semester and apply them towards the LL.M. degree. It should be noted, however, that pursuant to the Rules of the Court of Appeals for the Admission of Attorneys and Counselors at Law in New York, as interpreted and applied by the New York State Board of Law Examiners, credits earned on an exchange program may not be counted toward an LL.M. degree needed to "cure" a deficiency in the student's foreign legal education. This means that students, who apply the exchange credits towards the LL.M. degree at Cardozo, may not meet the eligibility requirements for the New York Bar Examination. They are strongly advised to seek an Advanced Evaluation of Eligibility from the Board (<https://www.nybarexam.org/foreign/foreignlegaleducation.htm>).

6.3 Tuition Reductions

The Scholarship and Admission Committees at CARDOZO will give individual LL.M. applicants from PALERMO the highest priority for consideration to the prestigious Dean Merit Scholarship. However, in order to benefit from this collaboration in a more meaningful way, students and graduates of PALERMO are invited to apply and enroll to CARDOZO as a group for each academic year. As such, they would be eligible for the Automatic Partnership Group Discount as follows:

- (i) three PALERMO students or graduates enrolled in the LL.M. program at CARDOZO will each receive an automatic 30% reduction in tuition;
- (ii) four PALERMO students or graduates enrolled to the LL.M. program, will each receive a 40 % reduction in tuition; and
- (iii) in the event that five or more PALERMO students or graduates enroll in CARDOZO's LL.M. program, they will each receive a 50% reduction in tuition. No limitations apply on numbers of enrollees.

Article 7. Arrangements; Costs and Expenses; Additional Fees and Expenses

7.1 Arrangements; Costs and Expenses

Each Exchange Student, and each LL.M. candidate shall be responsible for making arrangements for, and bearing all costs and expenses relating to, his/her accommodation, food, travel, books, equipment and obtaining a visa. CARDOZO will help all students with housing options in New York and if the applicants commit to Cardozo by February 1st of each year, CARDOZO can guarantee 12 private bedrooms in its dorm, The Benjamin.

7.2 Additional Fees and Expenses

Each party shall provide to each Exchange Student that it will host, and to each LL.M. candidate prior to the commencement of the relevant program, a detailed listing of any and all additional fees and expenses that will be payable as a result of that student's participation in the Exchange Program or LL.M. program.

Article 8. Insurance

8.1 Student Insurance

Each Exchange Student must provide proof of full health insurance coverage to the extent and in an amount comparable to that required by the host institution for international students. Students or graduates of PALERMO pursuing LL.M. degrees shall abide by the insurance requirements normally applicable to LL.M. candidates.

Article 9. Housing; Visas; Rules and Regulations

Neither party is obligated to provide housing for Exchange Students or students pursuing LL.M. degrees. Each party will make information concerning student housing, and the process for obtaining visas, available to the students through, respectively, the International Office at PALERMO, and the Office of Graduate & International Programs CARDOZO.

Each party agrees to notify each Exchange Student whom they will be hosting, and each student pursuing an LL.M. degree in their institution, of all relevant rules and regulations of that party prior to that student commencing his/her studies.

Article 10. No Discrimination

Neither party shall discriminate on the basis of race, color, national origin, religion, gender, age, disability, veteran's status or sexual orientation either in the selection of students for participation in, or in any other aspect of, the Exchange Program or its LL.M. program. The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws and policies forbidding unlawful discrimination to which they are subject.

Article 11. Coordination; Notices

Each party designates the person indicated below as the individual in charge of the implementation of the terms of this agreement. All notices and other communications sent by one party to the other shall be addressed as follows:

PALERMO University
Piazza Marina, 61
90133 PALERMO (PA) (Italy)

Contact: Ms. Valeria Floriano
International Office
Tel.: +3909123893832
e-mail: valeria.floriano@unipa.it

The Benjamin N. Cardozo School of Law - Yeshiva University
55 Fifth Avenue
New York, NY 10003

Contact: Val Myteberi, Assistant Dean for Graduate & International Programs
Email: myteberi@yu.edu / Direct dial: 212.790.0361

Article 12. Duration of the Agreement; Termination

This agreement shall remain in effect for an initial period of five years, and shall be renewable for additional periods of three years upon the mutual agreement of the parties.

Each party shall have the right to terminate this agreement at any time upon 6-months' prior written notice. Any such termination is entirely without penalty. If this agreement is terminated, neither CARDOZO nor PALERMO shall be liable to the other, nor to any third party, for any monetary or other loss of any nature that may result, whether directly or indirectly.

It is expressly understood and agreed that, in fairness to the students, any student who has, prior termination of this agreement, been accepted for participation in the Exchange Program or into the LL.M. program, will be permitted to study as contemplated until completion of that program.

The Exchange Program and the LL.M. program (along with the Group Tuition Discounts) will begin in the fall semester of the 2018-2019 academic year.

Article 13. Liabilities; Governing Law; Disputes

13.1 Liabilities

This agreement is not intended to create any monetary or other liability on the part of either party, nor does it grant any rights to any student (except as stated in Article 12 above), or any other individual.

It is expressly agreed that (i) neither party shall be liable for any loss, damage, cost or expense incurred as a result of, or attributable to, the conduct of any of student, and (ii) no funds shall be exchanged between the parties.

Each party shall defend, indemnify and hold the other party and its trustees, officers, agents, employees and students harmless from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorneys' fees, arising, either directly or indirectly, from any negligent act or failure to act, or willful misconduct by such party which arise out of the performance of this agreement.

13.2 Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without reference to New York's conflict of law principles).

13.3 Disputes

The parties shall endeavor to reach an amicable settlement of any and all disputes that may arise regarding the validity, interpretation, performance, non-performance (especially non-performance resulting from a case of force majeure), interruption or termination of this agreement. In the event that the parties are unable to reach an amicable settlement, this agreement shall terminate immediately.

When one party considers that a dispute threatens the proper functioning of this agreement, it shall so notify the other in order that the parties may resolve the problem within a three-month period. If at the end of this period the dispute is not resolved, either party may terminate this agreement immediately by a duly delivered written notice.

The parties agree that notwithstanding the termination of this agreement, they will continue to cooperate with one another in order to finalize any on-going matters in accordance with the terms of this agreement and without prejudice to the any student, particularly as set forth in Article 12 above.

Article 14. Non-exclusivity

This agreement is entirely non-exclusive and will not preclude either party from entering into similar agreements or other relationships with other schools and institutions.

Executed in two originals,

In Palermo, 23/02 /2018

University of PALERMO

By: _____

Name: Fabrizio Micari
Title: Rector

Law Department

By: _____

Name: Aldo Schiavello
Title: Director - professor of Law



In New York, on 3/1, 2018

The Benjamin N. Cardozo
School of Law,
Yeshiva University

By: _____

Name: Melanie Leslie
Title: Dean & Dr. Samuel Belkin